

This amendment provides responses to questions received from potential offeror(s) and makes necessary additions, changes and deletions to the solicitation.

A. The following responses to potential-offeror's questions are provided:

**QUESTION:** CLINS 9204NC, 9304LS, 9404AB, 9404MG, and 9404MB: These battery recycling CLINs are listed in the hazardous waste sections of the contract. According to the regulations concerning the "Mercury-Containing and Rechargeable Battery Management Act" that went into effect last year, these batteries will be handled under Universal Waste Regulations and not under hazardous waste when they are being recycled. Do these batteries required to be shipped with "D" codes for hazardous waste? These batteries should not be handled in that manner.

**RESPONSE:** Waste codes are not necessary if shipping as a Universal Waste. Contractor may use a manifest because other wastes, that are not Universal Wastes, need to be shipped or because the waste is being transporter through a state that still does not recognize the Universal Waste laws. A shipping paper may also be used. If a manifest is being used, there are ways to indicate on the form that the shipment is Universal Waste. Clause C.15 SHIPPING DOCUMENTATION is being changed to address this issue.

**QUESTION:** CLINs 9206 and 9206RR - What type of wastes are these?

**RESPONSE:** a. CLIN 9206 may contain citric acid, erythorbic acid, triethanolamine and oil contaminated with metals, sulfamic acid/citric acid mixtures, as well as other corrosives or solvents. b. CLIN 9206RR may include the same types of waste, except, it will meet the criteria for fuels blending stated in clause C.53, RECYCLING VIA FUELS BLENDING.

**QUESTION:** CLINs 9902 and 9904 - Where will these wastes come from, i.e. tank bottoms, etc.?

**RESPONSE:** a. CLIN 9902 may contain any type of non-RCRA, non-state regulated wastes and may come from sludges at the bottom of tanks or from the contents of tanks themselves. However, it is not limited to these parameters. b. CLIN 9904 may contain any type of non-RCRA, non-state regulated waste such as fuels and oil/fuel mixtures but is not limited to these types of waste. Hazardous Waste Profile sheets are available for review. These can be seen during a pre-arranged site visit at either of the DRMOs by contacting the point of contact identified on the Pick-Up-Locations List on page four of this solicitation.

QUESTION: Clause C.59, RECYCLING OF LATEX PAINT - CLINs 9901LP 9902LP: The first part states, “The contractor is required to recycle latex paint into a usable product.” Later in the paragraph it states, “...recycling facility must blend the paint into a usable paint product.” Can this latex paint be recycled into other products or must it be recycled into a usable paint product?

RESPONSE: The latex paint can be recycled into other usable products, not just paint products. Clause C.59 is being changed by this amendment.

QUESTION: Clause C.80, DISPOSE OF EMPTY CONTAINERS – CLIN 9907NT: If the containers are being shredded or crushed, does the storage container (rolloff) holding the shredded or crushed containers need to be removed within the seven (7) days or can it be removed when it becomes full as long as the containers have been shredded or crushed and placed in the holding container within seven days?

RESPONSE: The rolloff does not have to be moved within the seven (7) day timeframe. It can remain in place until it is full and then be removed for emptying and a replacement provided to continue the process. The only work that is required within the seven (7) day period is the crushing and/or shredding of the containers and placing the crushed/shredded remains into the rolloff or container provided by the contractor.

B. The following changes have been made to the cited clauses. Replacement pages or revised clauses are provided.

1. Replacement clause B.2, BASIC AND OPTION PRICING is provided. The page numbers in subparagraphs b. (1)(2)(3) and (4) have been changed.

2. Replacement Page 30 of 153 is provided. CLIN 6611AA in the Third Option Period had been changed by addition of the quantity of 10.

3. Revised clause C.15 is provided. Clause C.15, SHIPPING DOCUMENTATION has been changed by addition of a new paragraph at the end of the clause.

4. Revised clause C.59 is provided. Clause C.59, RECYCLING OF LATEX PAINT has been changed at paragraph a.; sentence 6 has been deleted.

5. Revised clause J.1 is provided. Section J.1 (c) Attachment XI has been changed.

6. Provision L.43, PROPOSAL SUBMISSION has been deleted.

7. Provision L.52 is provided. Provision L.52, PROPOSAL SUBMISSION has been incorporated. This provision replaces L.43 that was deleted above.

8. Revised provision L.64 is provided. Provision L.64, INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION has been changed by addition of subparagraph (c)(9) and revision of subparagraph (f)(4). The last four paragraphs of the clause have been deleted beginning with, "Alternate I (Oct 1997)..."

9. Revised provision M.10 is provided. Provision M.10, EVALUATION FACTORS FOR AWARD has been changed at the end of subparagraph (b).

10. Revised ATTACHMENT XII is provided. All pages of this Attachment are provided. No changes have been made. The reverse-side pages of this Attachment were previously omitted from the solicitation.

C. No other changes are authorized.

**B.0 SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**(X) B.1 SERVICES DRMS (MAR 1993)**

The contractor shall provide all nonpersonal services necessary for the disposal of the items listed on the schedule in accordance with all the terms and conditions of this contract.

**(X) (X) B.2 BASIC AND OPTION PERIOD PRICING DRMS (MAR 1993)  
(AMENDMENT 0001)**

a. Pages \_\_6\_\_ through \_\_13\_\_ are the estimated generations for the 18-month base period. Pages \_\_14\_\_ through \_\_21\_\_ are the estimated generations for the first 12-month option period. Pages \_\_22\_\_ through \_\_29\_\_ are the estimated generations for the second 12-month option period. Pages \_\_30\_\_ through \_\_37\_\_ are the estimated generations for the third 12-month option period.

b. For evaluation purposes, the following is to be completed:

(1) Total estimated price, 18-month base period \$\_\_\_\_\_ from page \_\_13\_\_ of \_\_153\_\_.

(2) Total estimated price, first 12-month option period \$\_\_\_\_\_ from page \_\_21\_\_ of \_\_153\_\_.

(3) Total estimated price, second 12-month option period \$\_\_\_\_\_ from page \_\_29\_\_ of \_\_153\_\_.

(4) Total estimated price, third 12-month option period \$\_\_\_\_\_ from page \_\_37\_\_ of \_\_153\_\_.

(5) Total estimated price for evaluation purposes \$\_\_\_\_\_  
(add lines (1), (2), (3), and (4)).

**(X) B.3 EXTENSION OF SERVICES WITHOUT INCREASED PRICING  
(DRMS 1996)**

If Clause F.10, Extension of Services, is exercised by modification, \_\_\_\_\_ agrees to extend the same prices as those listed in the bid schedule and in effect as of the date of issuance of the modification exercising the extension. *{Enter your firm's name.}*

**(X) B.4 BASIC AND OPTION PERIOD UNIT PRICING DRMS (AUG 1997)**

Offerors are cautioned against offering more than one price, a range of prices, or a "split bid" with respect to any contract line item and are advised that, for purposes of this procurement, DRMS will consider any such method of pricing to be a material deviation from the bid schedule and/or a

non-conforming proposal that will be excluded from further consideration. Offerors must list only one price for any individual CLIN in any single contract period. If properly marked as an “Alternate Proposal” in accordance with L.54, any such proposal (i.e., one that

**DRMOs NORFOLK\WILLIAMSBURG  
THIRD 12-MONTH OPTION PERIOD  
BID SCHEDULE**

<b>6600 - 6699 SPECIAL REQUIREMENTS</b>					
<b>CLIN</b>	<b>SERVICES/SUPPLIES</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>AMOUNT</b>
6600	TCLP Analysis, D001-43, See C.47	54	ea		
6604	Prepare Waste Profile Sheets, See C.48	250	ea		
6605ZA	Provide and prepare Lab Packs, consisting of small quantity chemical items, 85 gallon drum, See C.52	5	ea		
6605ZB	Provide and prepare Lab Packs, consisting of small quantity chemical items, 55 gallon drum, See C.52	13	ea		
6605ZC	Provide and prepare Lab Packs, consisting of small quantity chemical items, 30 gallon drum, See C.52	11	ea		
6605ZD	Provide and prepare Lab Packs, consisting of small quantity chemical items, 25 gallon drum, See C.52	110	ea		
6605ZE	Provide and prepare Lab Packs, consisting of small quantity chemical items, 20 gallon drum, See C.52	111	ea		
6608	Perform appropriate analysis to properly identify material and complete waste profile forms, See C.49	15	ea		
6609	Perform Management Services, may include (but not limited to) waste identification, weighing, provide/prepare labels, lab packing, overpacking and marking. See C.76	1,000	hrs		
6610	Transportation costs for movement of material, See C.78	25	ea		
6611AA	Expedited Removal charges (15 days) See C.51	10	ea		
6611BB	Expedited Removal charges (7 days) See C.51	6	ea		
6611CC	Expedited Removal charges (3 days) See C.51	4	ea		

**(X) C.15 SHIPPING DOCUMENTATION (MAY 1, 1998)(AMENDMENT 0001)**

a. A uniform hazardous waste manifest is required for the removal from Government premises of all CLINs 9100 thru 9899 of the bid schedule. Waste designated for disposal/recycling in accordance with 40 CFR 266, 273 or 279 may not require use of a Uniform Hazardous Waste Manifest, only an appropriate shipping paper. All references to manifests in this provision relate to the "appropriate shipping paper". The contractor shall obtain and prepare all manifests, land disposal restriction notifications, and any other shipping documents. The contractor shall provide the COR with a copy of the completed form(s), for review by the appropriate Government official at least **five (5)** work days prior to removal. Included in that five day period is a three day period for NNSY to review of documentation. Prior to removal from a site identified as a pickup point in this contract, completed copies of all manifests shall be furnished to the Defense Reutilization and Marketing Office (DRMO) coordinating the waste disposal. Each pickup manifest (i.e., with a Government activity identified as a generator), as well as all other documentation required herein, shall be clearly and distinctly marked with name of the servicing DRMO in addition to the generators and the contract and task order number, as applicable. If blocks are not provided, this information shall be placed in the upper, right-hand corner of each document.

b. A copy of all manifests, signed by the designated TSDF, shall be furnished directly to the generator whose address appears on the manifest(s). These manifests shall be submitted within the timeframes prescribed by 40 CFR 262.42(a)(2), or state equivalent, after receipt by the facility. A copy of each manifest, signed by the designated TSDF, shall be furnished by the contractor to the DRMO coordinating the waste disposal. Contractor shall request TSDFs to complete Block K on the uniform hazardous waste manifest by entering the EPA waste handling code therein. If a handling code of 99 (Other) is used, written documentation of the treatment/disposal method is required. Manifests shall be submitted in such a manner as to comply with timeliness prescribed by the state and EPA regulations. The number of manifests or bills of lading is limited to one (1) per pickup location and destination, per truckload. Contractor shall use continuation sheets rather than additional manifests/bills of lading. As specified in 40 CFR 262.20(d) or 40 CFR 761.207(h) as applicable, if the contractor is unable to deliver the hazardous property to the designated or alternate facility on the manifest, the cognizant COR will be contacted for disposition instructions.

c. CLINs 9900 thru 9999 of the bid schedule must be transported in accordance with DoT requirements. This includes the requirements that all hazardous materials offered for transportation be properly described on a bill of lading. The contractor shall obtain and prepare all bills of lading. In accordance with provision G.11, completed copies of all bills of lading shall be furnished to the Defense Reutilization and Marketing Office whose address appears on the bill of lading. Each bill of lading required herein shall be marked with the contract number and task order number as applicable.

d. The DRMS created dummy EPA number for non-RCRA TSDF, must be entered on all applicable shipping documentation such as nonhazardous waste manifests and bills of lading. Also, include DRMS created dummy EPA number on HQ DRMS Form 1683, Manifest Tracking Log.

e. Note: “Universal Waste (UW) includes batteries, some pesticides and mercury thermostats as defined under Part 273. It also includes state-designated universal wastes, such as fluorescent light tubes. The Universal Waste Rule, Part 273, does not require the use of a hazardous waste manifest to ship UW within and through a state which has adopted the Universal Waste Rule. Whenever UW is transported from, to, or through a state which has not adopted the UW rule, a hazardous waste manifest will be used. The Contractor will designate on the manifest in Block J when Universal Waste is being transported.



**(X) C.59 RECYCLING OF LATEX PAINT - CLINs 9901LP and 9902LP  
(MAY 5, 1998)(AMENDMENT 0001)**

a. The contractor is required to recycle latex paint under the CLIN listed above. The waste will consist of partially used cans of latex paint. The paint will not be hardened. The contractor is required to recycle latex paint into a usable product. If any item or component removed under this CLIN remains as a RCRA regulated waste or a DoT hazardous material, the contractor shall send it only to firms on the Qualified TSDFs List or the Qualified Transporters List. The facility may be required to add virgin material to ensure the final paint meets appropriate industry specifications as a usable product. The Government's estimates for the recycling CLINs listed above are based on the best information available. Some latex paint may also be anticipated under the appropriate disposal CLIN.

b. Any shipments outside the United States must comply with all international agreements and all applicable foreign laws. If the Contractor will be exporting directly from the DoD activity, the Contractor is required to provide a current copy of the Acknowledgment(s) of Consent to the COR with the shipping documentation in accordance with C.15.

c. Throughout the life of the contract, the contractor must maintain a file of applicable export permits. This file shall include current notification(s) of intent and EPA Acknowledgment(s) of Consent and must be made available to the Contracting Officer upon request.

d. If a waste designated for reclamation does not meet required parameters, the contractor must notify the ACO, in writing, of the rationale and proof for waste rejection. If the Government concurs, the applicable disposal CLIN for the waste will be assigned.

e. The contractor agrees to be bound by the terms and conditions contained in clause H.30, INDEMNIFICATION, and I.128, HAZARDOUS WASTE LIABILITY DFARS 252.223-7005 (OCT 1992). The contractor will provide an audit trail as stated in C.13.

**J.0 SECTION J - LIST OF ATTACHMENTS**

**(X) J.1 LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**DRMS (APR 1984)(AMENDMENT 0001)**

This solicitation package consists of the following documents:

- (a) DD Form 1707, dated Mar 89 (Information to Offerors) 2 Pages
- (b) Standard Form 33, Solicitation, Offer, and Award Pages 1 through 153.
- (c) Attachments/Enclosures, etc.

- I. Waste Code CLIN Selection Criteria, March 6, 1997 Edition
- II. DOL Wage Determination, #96-0223, Rev. 1, dated 06/01/1997
- III. HQ DRMS Form 1786, Task order Inventory (Non-PCB)(Sep 97)
- IV. HQ DRMS Form 1685, Manifest Tracking Log (Mar 97)
- V. Certificate of Recycling
- VI. DRMS Form 1930, Hazardous Waste Profile Sheet
- VII. DD Form 1348-1A, Data Turn-In Document
- VIII. SF LLL Form, Disclosure of Lobbying Activities
- IX. C.75, Pre-load, Post-load Checklist
- X. C.75, Driver Emergency Plan
- XI. C.75, Transportation Route Sheet
- XII. C.76, DoD 4160.21-M, Chapter 10

**(X) L.52 PROPOSAL SUBMISSION (Format and Content) DRMS**  
**(APRIL 30, 1998)(AMENDMENT 0001)**

The following describes the information which must be furnished as part of the proposal and the format in which it must be presented. Proposals which do not provide the required information in the prescribed format may be excluded from further consideration.

(a) **FORMAT:** Proposals shall be submitted in distinctly severable parts consisting of the following volumes: Volume I and Volume II.

(1) **Volume I:** Proposal Certifications and Price Schedule (original and two copies). Offerors automated duplication of the solicitation price schedule contained in section B of this solicitation is neither necessary or desired.

(2) **Volume II:** Past Performance Proposal (three copies). The submission of a past performance proposal is mandatory. The Government will use the data submitted in the past performance proposal, as well as data available from other sources, to evaluate past performance.

(b) **MINIMUM CONTENT:**

(1) Volume I, Proposal Certification and Price Schedule, shall contain:

(i) Section A of solicitation, Standard Form 33, completed and signed by an authorized representative on behalf of the offeror;

(ii) Section B of solicitation (schedule of prices for each item);

(iii) Section G of solicitation (Contract Administration Data);

(iv) Section K of solicitation (Representations, Certifications and other Statements of Offeror);

(2) Volume II, L.53, Past Performance Proposal.

**(X) L.64 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION**  
**FAR 52.215-1 (MAY 1, 1998)(AMENDMENT 0001)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Late proposals and revisions.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and-

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

*“This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]”; and*

(2) Mark each sheet of data it wishes to restrict with the following legend:

*Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.*

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.



**(X) M.10 EVALUATION FACTORS FOR AWARD DRMS (MAY 5, 1998)**  
(AMENDMENT 0001)

(a) The Government will make award to a single, responsible offeror whose offer conforms to the solicitation and demonstrates the best value to the Government in terms of past performance, price, socioeconomic proposal, and Mentoring Business Agreements (MBA) participation, and Javits-Wagner-O'Day (JWOD) Proposal.

(b) The evaluation factors are listed in descending order of importance:

- (1) Past Performance (Most Important)
- (2) Price (Less important than past performance but still a significant factor)
- (3) Socioeconomic Proposal (significantly less important than past performance or price)
- (4) DLA Mentoring Business Agreements (somewhat less important than socioeconomic plan)
- (5) Javits-Wagner-O'Day (JWOD) Proposal

If past performance and price are determined to be comparable among offerors, the socioeconomic proposal and DLA Mentoring Business Agreement, and the JWOD Proposal will take on added importance in determining which offer represents the best value to the Government. Also see Clause L.27.

(c) Evaluation of Past Performance:

(1) Past performance is broken into two categories:

(i) Past performance on references that are of a similar nature to the subject solicitation.

(ii) Past performance on offeror's socioeconomic proposal utilization; small, small disadvantaged, small woman owned subcontracting plans; mentoring business agreements; and JWOD Proposal that were incorporated into contracts from previous solicitations.

Past performance on references of a similar nature to the solicitation are significantly more important than past performance on socioeconomic proposal utilization, subcontracting plans, mentoring business agreements, or JWOD Plans. Past performance on socioeconomic proposal utilization, subcontracting plans, mentoring business agreements, or JWOD Plans will take on more significance when offerors past performance on references that are of a similar nature to the subject solicitation are comparable to each other.

(2) The Government will evaluate the quality of the offeror's past performance. The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable.

(3) In investigating an offeror's past performance, the Government will consider information in the offeror's proposal and information obtained from other sources, including past and present customers and their employees; other government agencies, including state and local agencies; consumer protection organizations and better business bureaus; former subcontractors; and others who may have useful information. Failure by the offeror to provide evidence of performance on contracts of a similar nature in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided and of actual performance under Subcontracting Plans, Socioeconomic proposal utilization, Mentoring Business Agreements, and JWOD Plans will be considered by DRMS in the offeror's past performance evaluation for this RFP.

(4) Evaluation of past performance will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services. This is a matter of judgment. Offerors will be given an opportunity to address especially unfavorable reports of past performance, and the offeror's response -- or lack thereof -- will be taken into consideration.

(5) Past performance will not be scored, but the Government's conclusions about overall quality of the offeror's past performance will be a factor in determining the relative merits of the offeror's proposal and in selecting the offeror whose proposal is considered most advantageous to the Government.

(6) By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; the offeror's business-like concern for the interest of the customer; and the offeror's performance on Subcontracting Plans, Socioeconomic Proposals, Mentoring Business Agreements, and JWOD Plans that have been incorporated into contracts. DRMS will also consider an offeror's performance on same or similar contracts in terms of waste quantities, variety of pick up locations and waste streams, performance timeframes, and complexities of the services provided.

(d) Evaluation of Price: The offered price will be used in conjunction with the other factors to determine the proposal which represents the best value to the Government. Price will not be numerically scored, but it will be fully evaluated using price analysis techniques.

(e) Evaluation of Socioeconomic and MBA Proposals:

(1) The Socioeconomic Proposal provided by the offeror under 52.215-9002 will be evaluated on a comparative basis among all offerors. An offeror that proposes a higher percentage, complexity level, and variety of participation by small, small disadvantaged and women-owned small businesses combined, generally will receive a higher rating on this factor. An offeror's efforts to develop additional opportunities for small, small disadvantaged and women-owned small businesses will also be comparatively evaluated with the proposals of other offerors. Offerors' proposal for socioeconomic support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its socioeconomic proposal. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices

as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(2) The Government will comparatively evaluate the offeror's response for current or proposed participation in the DLA MBA Program whereby the Small Business (SB), Small Disadvantaged Businesses (SDB) and Women-Owned Small Businesses (WOB) are afforded the opportunity, through the assistance of the prime contractor (large or small firms) , to participate in the DLA procurement process. The responses from offerors on the MBA program will be evaluated on a comparative basis among all offerors rather than establishing an acceptable standard. The offeror who indicates the most comprehensive plan for tutoring and teaming with SB, SDB and WOB firms will receive the highest rating for this evaluation factor. This evaluation will assess the offeror's willingness to assist such firms in receiving better market shares under long term contracts. The plan will be monitored by the cognizant Defense Contract Management Command's small business offices as a means of assisting the contracting officer in determining how well the contractor has, in fact, performed. This determination will then be used as a consideration in future source selection decisions.

(3) The offeror receiving award of this solicitation will have their socioeconomic proposal and/or mentoring business agreement incorporated into the resultant contract. The contractor's ability to meet the goals of these plans could impact their past performance on new solicitations they offer on based on c(1)(ii) above.

(f) Evaluation of the Javits-Wagner-O'Day Proposal:

The Javits-Wagner-O'Day Act (JWOD) Entity Proposal provided by the offeror under 82.214-9004 will be evaluated on a comparative basis among all offerors. An offeror that proposes or demonstrates a higher percentage, complexity level, and variety of participation by JWOD qualified nonprofit agencies for the blind or other severely disabled as subcontractors beyond those items for which JWOD entities are the mandatory source generally will receive a higher rating on this factor during the source selection process. Offerors' proposals for such support will be made a part of any resulting contract for use in determining how well the contractor has adhered to its plan. This plan will be monitored by the cognizant Defense Contract Management Command (DCMC) activity as a means of assisting the contracting officer in determining how well the contractor has in fact performed. This determination will be one factor used in the placement of orders against multiple-award contracts and/or the exercise of options in the contract's follow-on years (as applicable). Performance on prior contracts in subcontracting with an assisting JWOD entities will be used as an element of past performance evaluation in subsequent source selection decisions.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.